

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Bruce Clark  
244 North Ruby Street  
Philadelphia, PA 19139

Plaintiff,

v.

02-CV-3352

Nations Credit Financial Services Corp., d/b/a  
EquiCredit Corporation of America, f/k/a  
EquiCredit Corporation  
10401 Deerwood Park Boulevard  
Jacksonville, FL 32201-3077

EquiCredit Corporation of Pennsylvania and any  
Subsequent Holders of the Loan  
10401 Deerwood Park Boulevard  
Jacksonville, FL 32201-3077

U.S. Bank National Association, f/k/a  
First Bank National Association  
U.S. Bank Place  
601 Second Avenue  
South Minneapolis, MN 55402

Fairbanks Capital Corp.  
10401 Deerwood Park Boulevard  
Jacksonville, FL 32256

JURY TRIAL DEMANDED

Reginald McGlawn  
t/a McGlawn & McGlawn  
7301 Old York Road  
Elkins Park, PA 19027

McGlawn & McGlawn, Inc.  
t/a McGlawn & McGlawn  
7301 Old York Road  
Elkins Park, PA 19027

James Haley  
6106 Lansdowne Avenue  
Philadelphia, PA 19150

Sunrise Appraisals, Inc. :  
7 Great Valley Parkway :  
Suite 210 :  
Malvern, PA 19355 :

Defendants

**ANSWER**

Defendant, Sunrise Appraisals, Inc., by way of answer to the complaint filed herein, says:

**PRELIMINARY STATEMENT**

1-2. No answer required.

**JURISDICTION AND VENUE**

3-4. Denied. Defendant, Sunrise Appraisals, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in these paragraphs and strict proof thereof is demanded at the time of trial.

**PARTIES**

5-13. Denied. Defendant, Sunrise Appraisals, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in these paragraphs and strict proof thereof is demanded at the time of trial.

14. Denied as stated. Defendant, Sunrise Appraisals, Inc., is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 7 Great Valley Parkway, #210, Malvern, PA 19355.

**FACTUAL BACKGROUND**

15-26. Denied. Defendant, Sunrise Appraisals, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in these paragraphs and strict proof thereof is demanded at the time of trial.

27. Denied. It is specifically denied that Sunrise Appraisals, Inc. ever conducted an appraisal of a property located at 244 North Ruby Street, Philadelphia, PA and strict proof thereof is demanded. Defendant, Sunrise Appraisals, Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph and strict proof thereof is demanded at the time of trial.

28. Denied. Any fee that may have been paid to Sunrise Appraisals, Inc. related to a property located at 244 North Ruby Street, Philadelphia, PA would have been paid for inspections of construction work performed on said property. However, no money was ever paid to Defendant, Sunrise Appraisals, Inc. for an appraisal of a property located at 244 North Ruby Street, Philadelphia, PA, since Sunrise Appraisals, Inc. never conducted an appraisal of a property located at that address.

29-35. Denied. Defendant, Sunrise Appraisals, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in these paragraphs and strict proof thereof is demanded at the time of trial.

36. Denied as stated. It is admitted that Defendant, Sunrise Appraisals, Inc. performed at least two inspections of the property located at 244 North Ruby Street, Philadelphia, PA. Defendant, Sunrise Appraisals, Inc. is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in this paragraph and strict proof thereof is demanded at the time of trial.

37-41. Denied. Defendant, Sunrise Appraisals, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in these paragraphs and strict proof thereof is demanded at the time of trial.

**COUNT I**

42-51. Denied. Defendant, Sunrise Appraisals, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in these paragraphs and strict proof thereof is demanded at the time of trial. By way of further answer, the allegations set forth in this paragraph are addressed to Defendants other than Defendant, Sunrise Appraisals, Inc.

**COUNT II**

52-55. Denied. Defendant, Sunrise Appraisals, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in these paragraphs and strict proof thereof is demanded at the time of trial. By way of further answer, the allegations set forth in this paragraph are addressed to Defendants other than Defendant, Sunrise Appraisals, Inc.

**COUNT III**

56-59. Denied. Defendant, Sunrise Appraisals, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in these paragraphs and strict proof thereof is demanded at the time of trial. By way of further answer, the allegations set forth in this paragraph are addressed to Defendants other than Defendant, Sunrise Appraisals, Inc.

**COUNT IV**

60-68. Denied. Defendant, Sunrise Appraisals, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in these paragraphs and strict proof thereof is demanded at the time of trial. By way of further answer, the allegations set forth in this paragraph are addressed to Defendants other than Defendant, Sunrise Appraisals, Inc.

**COUNT V**

69-77. Denied. Defendant, Sunrise Appraisals, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in these paragraphs and strict proof thereof is demanded at the time of trial. By way of further answer, the allegations set forth in this paragraph are addressed to Defendants other than Defendant, Sunrise Appraisals, Inc.

**COUNT VI**

78-85. Denied. Defendant, Sunrise Appraisals, Inc. is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in these paragraphs and strict proof thereof is demanded at the time of trial. By way of further answer, the allegations set forth in this paragraph are addressed to Defendants other than Defendant, Sunrise Appraisals, Inc.

**COUNT VII**

86. No answer required.

87-90. Denied. The allegations contained in this paragraph constitute conclusions of law to which no further answer is required. By way of further answer, Defendant, Sunrise Appraisals, Inc. denies that it ever performed an appraisal on the property located at 244 North Ruby Street, Philadelphia, PA. or that it acted wrongfully, intentionally, negligently or deceptively in any of its conduct related to the aforestated property.

91. Denied. The allegations contained in this paragraph constitute conclusions of law to which no further answer is required. By way of further answer, Defendant, Sunrise Appraisals, Inc. denies that it ever performed an appraisal on the property located at 244 North Ruby Street, Philadelphia, PA. or that it acted wrongfully, intentionally, negligently or deceptively in any of its conduct related to the aforestated property.

**SEPARATE DEFENSES**

1. The complaint fails to state a claim upon which relief can be granted.
2. Defendant, Sunrise Appraisals, Inc., denies that it ever performed an appraisal on the property located at 244 North Ruby Street, Philadelphia, PA.
3. Defendant, Sunrise Appraisals, Inc., conducted at least two inspections on the property located at 244 North Ruby Street, Philadelphia, PA and denies that was negligent in any such inspections.
4. Defendant, Sunrise Appraisals, Inc., denies that it acted unfairly, deceptively, intentionally, negligently or in any other way wrongfully towards the Plaintiff or any other party regarding the allegations set forth in the complaint.
5. The Plaintiff's injuries were not the proximate cause of any conduct on the part of Defendant, Sunrise Appraisals, Inc.
6. The Plaintiff is barred from recovery by his own negligence.
7. Any injuries or damages that the Plaintiff may have suffered were the result of the actions of the other defendants over whom answering defendant had neither control nor the duty to control or warn.
8. The Plaintiff's claims are barred by application of the respective Statutes of Limitations.
9. The Plaintiff's claims are barred by the doctrine of laches.
10. The Plaintiff's claims are barred by his failure to mitigate damages.

WHEREFORE, Defendant, Sunrise Appraisals, Inc. requests that Plaintiff's complaint be dismissed with prejudice, and requests an award of costs in favor of Defendant, Sunrise Appraisals, Inc., and for such other and further relief as this court deems just and proper.

**CROSS CLAIM OF SUNRISE APPRAISAL, INC. AGAINST ALL DEFENDANTS**

1. If the allegations of Plaintiff's complaint are proven to be true as to the Defendants, then Defendants, Nations Credit Financial Services Corp. d/b/a EquiCredit Corporation of America f/k/a EquiCredit Corporation, EquiCredit Corporation of Pennsylvania and any Subsequent Holders of the Loan, U.S. Bank National Association f/k/a First Bank National Association, Fairbanks Capital Corp., Reginald McGlawn t/a McGlawn & McGlawn, McGlawn & McGlawn, Inc. t/a McGlawn and McGlawn, and James Haley are liable to Sunrise Appraisals, Inc. for contribution and indemnity.

2. If the allegations of Plaintiff's complaint are proven to be true as to the Defendants, then Defendants, Nations Credit Financial Services Corp. d/b/a EquiCredit Corporation of America f/k/a EquiCredit Corporation, EquiCredit Corporation of Pennsylvania and any Subsequent Holders of the Loan, U.S. Bank National Association f/k/a First Bank National Association, Fairbanks Capital Corp., Reginald McGlawn t/a McGlawn & McGlawn, McGlawn & McGlawn, Inc. t/a McGlawn and McGlawn, and James Haley are liable to Sunrise Appraisals, Inc. for such damages as assessed against Sunrise Appraisals, Inc. and for attorney's fees incurred.

BARAN & YACHES

By: \_\_\_\_\_  
Barry S. Yaches, Esquire  
400 Greenwood Avenue  
Wyncote, PA 19095  
(215) 886-3588

Attorney for Defendant  
Sunrise Appraisals, Inc.

Dated: August 23, 2002

**CERTIFICATE OF SERVICE**

I, BARRY S. YACHES, ESQUIRE, certify that I caused to be served a true and correct copy of the foregoing Answer and Cross Claim this 16<sup>th</sup> day of August, 2002, via regular mail, postage prepaid, upon the following counsel of record and unrepresented parties:

Adam A. DeSipio, Esquire  
230 South Broad Street  
Suite 1302  
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Kevin M. Toth, Esquire  
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2500 One Liberty Place  
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McGlawn & McGlawn, Inc.  
7301 Old York Road  
Elkins Park, PA 19027

James Haley  
6106 Lansdowne Avenue  
Philadelphia, PA 19150

By: \_\_\_\_\_  
Barry S. Yaches, Esquire



